

TEXAS COMMERCE BANK
NATIONAL ASSOCIATION

LOREN K. JENSEN
Banking Officer

March 7, 1988

P. O. Box 2558
Houston, Texas 77252-8078
(713) 236-5175

Interstate Commerce Commission
Attn: Ms. Mildred Lee, Room 2303
Twelfth and Constitution Avenue NW
Washington, DC 20423

RECORDATION NO. 11597-C
Filed 1428

MAR 10 1988 - 11 15 AM

INTERSTATE COMMERCE COMMISSION

Re: TCI 1979 Partnership Renewal and Extension Agreement

Dear Mildred:

Per your request, I am enclosing a check for \$13.00 for the filing fee on the above documents and a notarized copy of the same. The previous recordation number was 11597-B.

Please return the recorded documents to my attention at the following address:

Mr. Loren K. Jensen
Texas Commerce Bank National Assn.
P. O. Box 2558 5 TCB-E 78
Houston, Texas 77252-8078

Do not hesitate to call me at 713-236-5175 if you have any questions.

Sincerely,

Loren K. Jensen

Loren J. Jensen



Interstate Commerce Commission
Washington, D.C. 20423

3/14/88

OFFICE OF THE SECRETARY

z Loren J Jensen
Texas Commerce Bank, N.A.
P.O. Box 2558 5 TCB-E 78
Houston Texas 77252-8078

Dear Sir

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/10/88 at 11:15am, and assigned recodation number(s). 11597-C

Sincerely yours,

Narita L. McGee

Secretary

Enclosure(s)

RENEWAL AND EXTENSION AGREEMENT

MAY 1988 - 11 15 AM

INTERSTATE COMMERCE COMMISSION

THIS RENEWAL AND EXTENSION AGREEMENT (herein called "Agreement") is entered into as of the first day of November, 1987, by and between TEXAS COMMERCE BANK NATIONAL ASSOCIATION (herein called "Lender") and TCI 1979 PARTNERSHIP, a Texas general partnership, by and through its general partners, who are Sam P. Douglass, M. Chapman Findlay, Robert R. Sterling and Edward E. Williams (such partnership being herein called "Borrower").

W I T N E S S E T H:

WHEREAS, Borrower made, executed and delivered that one certain Promissory Note (herein called the "Original Note") dated December 14, 1979, in the original principal sum of One Hundred Ninety-Six Thousand and No/100 Dollars (\$196,000.00), payable to the order of Lender as therein provided, said Note being secured by a Security Agreement-Tank Cars (the "Security Agreement") of even date therewith from Borrower to Lender, which Security Agreement covers five (5) 21,000 gallon nominal capacity tank cars, DOT111A100W-1, interior coiled and non-insulated 100-ton roller bearing trucks belonging to Borrower more fully described therein (herein called "Property");

WHEREAS, the Original Note and Security Agreement were renewed and extended by a promissory note (the "First Renewal Note") dated November 1, 1981 in the original principal amount of \$183,410.15, which was given to the full extent thereof in renewal, extension and rearrangement and not in extinguishment of the unpaid principal balance as of November 1, 1981, of the Original Note; and

WHEREAS, the First Renewal Note and Security Agreement were renewed and extended by a promissory note (the "Second Renewal Note") dated November 1, 1984, in the original principal amount of \$160,000.00, which was given to the full extent thereof in renewal, extension and rearrangement and not in extinguishment of the unpaid principal balance as of November 1, 1984, of the First Renewal Note; and

WHEREAS, the Original Note, First Renewal Note and Second Renewal Note are hereinafter collectively called the "Note"; and

WHEREAS, the Loan (herein so called) evidenced by the Note matured on November 1, 1987; and

WHEREAS, Borrower has requested, and Lender, on the terms and conditions set forth herein, has agreed to another extension of the maturity date of the Loan and a modification of certain terms and conditions of the Loan; and

WHEREAS, in order to so extend the maturity date and modify certain of the terms and conditions, Lender and Borrower are executing (or causing to be executed) this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, rights and obligations contained herein, the benefits to be derived therefrom and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree and contract as follows:

1. Lender and Borrower hereby acknowledge that the outstanding principal balance of the Note on the effective date hereof is One Hundred Thousand and No/100 Dollars (\$100,000.00).

2. The Borrower hereby renews the Note and indebtedness and promises to pay to the order of the Lender in the City of Houston, Harris County, Texas, the sum of One Hundred Thousand And No/100 Dollars (\$100,000.00) (being the present unpaid balance of the Note), together with interest thereon after date hereof until maturity as extended herein at the variable rate per annum and, except as herein modified, pursuant to the same terms and provisions contained in the Second Renewal Note.

3. The principal and all accrued interest hereon, as hereby renewed and extended, shall be payable in quarterly installments of \$2,500 each, plus accrued interest upon the unpaid principal balance, the first of which installments shall become due and payable on or before the first day of February, 1988, with a like principal installment plus accrued interest upon the unpaid principal balance becoming due and payable on or before the first day of each succeeding May, August, November and February thereafter until May 1, 1989, when this Note, including all principal and interest due hereon, shall be fully and finally paid in its entirety.

4. This Agreement is given in renewal, extension, rearrangement and refinancing (and not in extinguishment, substitution, novation or discharge) of the unpaid principal balance of the Note. All liens and security interests securing payment of the Note, including, but not limited to the Security Agreement, are hereby ratified, confirmed, renewed, extended, rearranged and brought forward as security for the payment hereof.

5. All terms, conditions and provisions contained in the Security Agreement and Note, except as modified, restated (where applicable), renewed, extended, rearranged and refinanced hereby, shall continue and remain in full force and effect. The Property shall remain in all respects subject to the lien, charge or encumbrance of the Security Agreement as modified, renewed and extended by this Agreement and nothing herein contained and nothing done pursuant hereto shall affect or be construed to affect the lien, charge or encumbrance of the Security Agreement as modified, renewed and extended by this Agreement, or the priority thereof over any other liens, charges or encumbrances or to release or affect the liability of any party or parties whomsoever who may now or hereafter be liable under or on account of the Security Agreement or the Note, as modified, restated (where applicable), renewed, extended, rearranged and refinanced by this Agreement, and the Renewal Note, nor shall anything herein contained or done in pursuance hereof affect or be construed to affect any other security for the indebtedness evidenced by the Note, if any, held by Lender. Borrower hereby extends the liens on the Property until the Note, as modified, renewed and extended hereby, has been fully paid, and agrees that such extension or rearrangement shall in no manner affect or impair the Note, as modified, renewed and extended hereby, or the liens securing same and that said liens shall not in any manner be waived, the purpose of this provision being simply to carry forward all liens securing the Note, which are acknowledged by Borrower to be valid and subsisting.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. If any provision of this Agreement or the application thereof to any person or circumstances shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement, nor the application of such provision to any other persons or circumstances shall be affected thereby, but rather same shall be enforced to the greatest extent permitted by law.

7. This Agreement, and all the terms, provisions and conditions hereof, shall be binding upon each party hereto and such party's heirs, legal representatives, successors and assigns.

8. This Agreement may be executed in multiple originals. This Agreement may also be executed in multiple counterparts, and all so executed shall constitute one agreement, binding on the parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

EXECUTED by each party on the date adjacent to each party's signature, but to be effective for all purposes as of the date first above written.

"LENDER"

TEXAS COMMERCE BANK NATIONAL
ASSOCIATION

Date: 12.29.87

By: [Signature]
Name: P. W. K. Sweet
Title: Vice President

"BORROWER"

TCI 1979 PARTNERSHIP, a Texas
general partnership

Date: Nov. 1, 1987

By: [Signature]
Sam P. Douglass, General
Partner

Date: Nov. 1, 1987

By: [Signature]
Mr. Chapman Findlay, General
Partner

Date: Nov. 1, 1987

By: [Signature]
Robert R. Sterling,
General Partner

Date: Nov. 1, 1987

By: [Signature]
Edward E. Williams,
General Partner

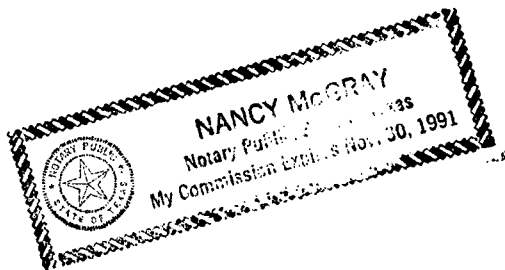
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THE STATE OF TEXAS
COUNTY OF HARRIS

RECORDATION NO. 11597-C
FILED 1428
March 10 1988 - 11:00 AM
INTERSTATE COMMERCE COMMISSION

I, the undersigned authority, hereby certify that the document attached hereto is a true, correct and complete copy of the original thereof.

DONE, under my hand and seal of office, this the 8th day of March, 1988.



Nancy McGray
Notary Public in and for
Harris County, Texas